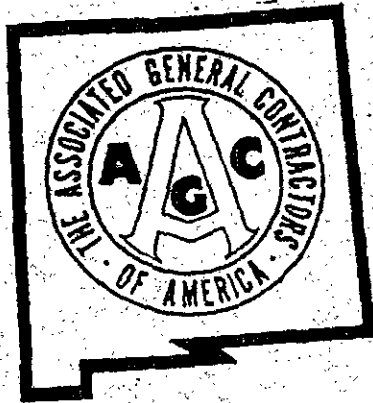


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Labor Agreement

Between

**The New Mexico Building Branch,
Associated General Contractors of America**

And

The New Mexico

And

Southwest Laborers' District Council,

Local No. 16

Effective Date: June 1st, 2007
Expiration Date: May 31st, 2010

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LABOR AGREEMENT
Between the
NEW MEXICO BUILDING BRANCH, AGC and the
SOUTHWEST
LABORERS' DISTRICT COUNCIL
LOCAL NO. 16

THIS AGREEMENT ENTERED INTO ON June 1st, 2007 by and between the NEW MEXICO BUILDING BRANCH, AGC, INC., (hereinafter referred to as the ASSOCIATION or as AGC), for and on behalf of those of its members, as well as non-member contractors, whom it has been authorized to represent in collective bargaining and other contractors who may become signatory hereto hereinafter referred to as the CONTRACTOR OR CONTRACTORS, EMPLOYER OR EMPLOYERS);

And the

SOUTHWEST LABORERS' DISTRICT COUNCIL (hereinafter referred to as the "Council") for and on behalf of its affiliated LOCAL UNION NO. 16, which is signatory hereto, (hereinafter referred to as the UNION), the UNION being the collective bargaining agent for its members who are employed in construction work.

The CONTRACTORS are engaged in construction, general and specialty work in New Mexico; and in the performance of their present and future contracting operations; the workmen are represented by the UNION.

The CONTRACTORS desire to be assured of their ability to procure employees for all work that they may do in the State of New Mexico in sufficient numbers and skill to assure continuity and quality of work in the performance and completion of their construction contracts.

It is the interest of all the parties to establish uniform rates of pay, hours of employment and working conditions which shall be applicable to all workmen represented by the UNIONS and performing work for the CONTRACTORS as such work is hereinafter defined in this Agreement, and to provide for peaceful and harmonious relationships during the term of this Agreement.

ARTICLE I – COVERAGE AND RECOGNITION

A. **Construction.** This agreement shall apply to building construction, and includes work performed by contractors signatory hereto on Industrial Power plants, Copper Smelters, Gas Refineries and DOE sites i.e. (Los Alamos National Labs, Sandia National Labs, Sandia Labs, Kirtland AFB, Cannon AFB and Holloman AFB, Coal Mine Sites.

B. **Definitions.**

(1) "Building Construction" and "Construction" shall mean: i) the construction, erection, alteration, repair modification, addition to or improvement in whole or in part, or demolition, of any building structure; ii) excavation, grading or similar operations which are incidental thereto; and iii) the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction and performed at the job site, but excluding manufacturer's warranty repairs and excluding any maintenance work where a Laborers' Service Contract is in force.

(2) "Building structure" shall include all commercial, industrial, federal, state, public works, and all private works buildings.

- (3) "Excavation", "grading", and "similar operations which are incidental thereto" shall include all excavation, back fillings, curbs and gutters incidental to building construction.
- (4) There is excluded from this agreement are all road, highway and street work; the paving of parking lots; and all works incidental to any of the foregoing, including all excavation, backfilling, curbs and gutters. Also Excluded is residential construction except by addendum to this Agreement.

C. Yard, Shop and Warehouse Work.

All work performed in the Contractor's warehouses, tool rooms, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, shall also be subject to the terms and conditions of this Agreement, except clean-up and maintenance of home, yard, shop and warehouses, and except when yard, shop or warehouse work is performed under the terms of other agreements with the UNION.

D. Observance of Agreement in Subcontracts:

Each subcontract for construction, covered under the terms of this Agreement, granted by a contractor shall require that the subcontractor observe all terms of this Agreement except where the covered work is only incidental to the subcontract. Incidental is defined as very minimal. Each contractor shall be responsible for payment of all wages and fringe benefits owed by the subcontractor to any worker covered under this Agreement for work performed on the contractor's job, provided that written demand is sent to the subcontractor, with a copy to the contractor, and payment has not been made within five (5) working days after receipt of such demand by the subcontractor. Moreover, the union Contract Administrator of the employee benefits fund will be responsible for notifying active signatory general contractors and members of delinquencies by the 25th of each month (postmark shall be the determining date). If the union does not notify the affected general contractor of the delinquency of a subcontractor by the 25th of the month following the end of the month in which the time was worked, the general contractor will not be responsible for the payment of wages and fringe benefits of the subcontractor. Further, the union shall withhold employees from the delinquent subcontractor and take whatever action it deems prudent in order to enforce compliance, provided, however, the union has notified the affected contractor(s) within (5) days prior to the commencement of such action as per Article XI of this Agreement. Action taken under this provision shall not be deemed a violation of the no-strike provisions of Article XII during the period of any such delinquency.

As used in this Agreement, subcontracting is the performance on the job site of covered construction by any person, firm, or corporation pursuant to an agreement with a contractor or subcontractor. A subcontractor is one who performs subcontracting and includes the subcontractor of a subcontractor.

This clause applies to laborers working in support of primary crafts to which the contractor is signatory.

The general contractor will seek bids from union subcontractors. If union subcontract bids that are received are not competitive and a non-union subcontractor is used, the general contractor will so notify the union within 48 hours of bid time, Saturdays, Sundays, and holidays excluded.

At the option of the union, the general contractor will arrange a meeting of a representative of the union, the subcontractor, and a representative of the general contractor, to discuss the possibility and merits of a labor agreement prior to the subcontractor, and a representative of the general

tools, choice of materials or design. The Employer shall schedule work, and shall determine when overtime will be worked; provided, however, that no employee shall be required to work under any conditions that are injurious to his health or safety, as provided in the Federal or State regulations governing construction. The selection of craft foremen over workmen of their respective crafts shall be entirely the responsibility of the employer.

The following language is added: Notwithstanding any of the provisions of the Agreement, the Contractor, at his sole discretion, may take such actions as are necessary to effectuate compliance with the Americans with Disabilities Act. Such an action shall not be a violation of this Agreement, nor shall it be a subject of arbitration.

2. **Meetings.** The representatives of the Council and of the Association shall meet on problems of mutual interest at such times and places as may be agreed by their respective chairmen.
3. **Pre-Job Conference.** At the request of the Employer or a representative of the Local Union having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to be notified on such matters as the length of the work week, the number of key employees to be brought in, the number of employees employed, the method of referral, the check-off of union dues, initiation fees the applicable wage rates and fringe benefits contributions in accordance with the local agreement, and all other aspects pertaining to the project.
4. **Public Construction Projects.** The parties will cooperate on public construction projects, federal and state, to the end that authorized construction projects shall be awarded to the contract construction industry and that contracting officials will be accurately and fully informed as to fringe benefits and prevailing rates of pay.

ARTICLE III – ACCREDITED REPRESENTATIVES AND STEWARDS

1. **Access.** Accredited representatives of the UNION shall have access during working hours to all open jobs. Access to jobs being put in place under governmental restrictions shall be subject to the regulations prescribed by the owner. Accredited representatives shall not delay workmen or the progress of the job during working hours. Contractors agree to assist Unions toward securing access to closed jobs. "Closed" and "open" refer to jobs on which Federal government security clearance is necessary for personnel.

Each steward appointed by the Union for any job site permitted with in this agreement shall first be required to have completed a steward training program provided for by the Union.

2. **Stewards.**
 - a. A craft steward may be designated in writing by the business manager of the Union for each job, from the employees currently working on the job.
 - b. The Steward shall be permitted on a job at all times; shall be a working employee; and shall not be subject to discharge on account of Union activities. Such activities shall not unreasonably interfere with the Steward's work for the Contractor. A steward, however, can be discharged for just cause.
 - c. The Contractor shall be notified in writing of the selection of each steward. The Contractor shall give the Union prior written notice before discharging a steward.

- d. The Employer shall notify the appropriate Union at least two (2) working days prior to the intended layoff of a working job steward. This provision does not apply to discharges for "just cause".
- e. The steward's duties shall include, but not necessarily be limited to the following:
 - i) Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
 - ii) Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
 - iii) Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without the job referral.
 - iv) Report to the Contractor's designated representative any work belonging to the craft being done by non-union men or by workmen of another craft.
 - v) Report to his business representative any problems that have not been resolved.
 - vi) Report to his business representative any employee covered by this Agreement who leaves the job site without giving the employer and job steward prior notice.
 - vii) Report any reckless or unsafe employees covered by this Agreement on the job site to the Contractor's designated representative or his business representative.
 - viii) In case of an injury to an employee, the steward shall be notified immediately. The steward shall care for the injured employee's tools and personal effects.
 - ix) The steward shall suffer no lost time in the performance of his duties as outlined or in the securing of weekly report.
- f. The job steward shall not cause or encourage a work stoppage, and shall not encourage, or cause, any employee to leave a job, or discourage any employee from reporting or cause any employee not to report, for work. Violation of this subparagraph shall constitute cause for immediate discharge.

ARTICLE IV – SETTLEMENT OF JURISDICTIONAL DISPUTES AND LABORERS JURISDICTION

1. There will be no strikes, no work stoppages or slowdowns or other interference's with the work because of jurisdictional disputes.
2. The Employer shall assign work. If a dispute arises, the Employer's assignments shall be followed until the matter can be resolved.
3. Welding torch. The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade and shall work under the supervision of the craft foreman.

4. Trucks (one ton and under) may be operated by members of this union for transporting of tools, materials, and equipment related to their work.
5. In the event there is a jurisdictional dispute between the LIUNA Laborers International Union of North America Local 16 and another craft union or unions the dispute will be referred to the General Presidents of the crafts to resolve the issue. There will be no work stoppages or strikes over the jurisdiction dispute.
6. This agreement covers the rate of pay and working conditions of all employees of the Employer whom the Union may lawfully represent engaged in any work, which is recognized jurisdiction of the Laborers International Union of North America and its affiliates and/or work assigned by the Employer.
7. Nothing in the Agreement shall be construed that this is the only work jurisdiction the Laborers claim to be their jurisdiction. Due to the substantial scope of the Laborers' work jurisdiction, it is impossible to cover every aspect of the Laborers work jurisdiction in this Agreement, including when new developments and techniques are introduced that could add other phases to the work jurisdiction.
8. The Employer shall, upon written request by the Union, make job assignments in writing on the Employer's official letterhead.

ARTICLE V – UNION SECURITY

1. **Employer's Freedom.** Subject only to the limitations of this Agreement, the CONTRACTORS shall have entire freedom of selection in hiring. The CONTRACTORS may discharge any employee for just cause provided there shall be no discrimination against any employee by reason of any UNION activity which does not interfere with the proper performance of his work.
2. **Union Shop.** As a condition of employment, every employee performing construction work within the jurisdiction of the Union, and not a member of the Union at the time of employment, shall, after the seventh day following the beginning of such employment or the effective date of this Agreement, whichever is later, offer to become a member of the Union and tender the uniformly required initiation fees and dues. Additionally all employees who are or who become members of the Union shall remain members in good standing of the Union during the term of this Agreement, provided that the construction and application of this provision shall be subject to Section 8(a) (3) of the National Labor Relations Act, as amended.
3. **Enforcement of Union Shop.** If an employee fails to tender initiation fees and/or dues uniformly required as a condition of acquiring or retaining membership in good standing, and the Union requests the Contractor to terminate the employment of such employee for such reason, the Union shall:
 - a. Inform the Contractor in writing of the specific reason for the request, including dates and other pertinent data, with a copy to the employee.
 - b. The written request shall be made on the official letterhead of the Union, over the signature of the business agent or other responsible official of the Union.
 - c. Prior to any termination of employment by the Contractor due only to failure to tender such initiation fees and /or periodic dues as are required by the Union, and in conformity with Section 8(a) (3) of the National Labor Relations Act, upon notice to the Contractor, the employee shall have three (3) days within which to correct the matter complained of.

4. **Save Harmless.** The Union agrees to indemnify, defend, save and hold the Contractor harmless from all liability, loss, cost, expense and damage, including, but not limited to, legal fees, wages or other charges, resulting from any action taken, or omission to act, in good faith by any Contractor in reliance upon such written requests.

ARTICLE VI – NON-DISCRIMINATORY REFERRAL PROCEDURES

1. **Exclusive Procedure.** The Contractor shall notify each Union of the need for workers coming within its jurisdiction and the Union shall refer workers to the Contractor as provided herein. The Contractor shall hire only such workmen as are referred to by the Union, except as otherwise provided for in this Agreement.
2. **Re-registration Requirements.** Registrants on a referral hall group list not referred to a job within the calendar month of their original registration or re-registration, must re-register between the 25th and last day of each month. Registrants who fail to reregister will be dropped from the group list.
3. **Qualification Records.** The Union shall require all applicants registering for the first time under this Article to submit a resume of experience and qualifications in order that they may be classified in their appropriate group and in order that referrals may be made, when requested, on the basis of special skills and abilities. When Contractors require and call for workmen possessing special skills and abilities the Union shall refer the first applicant in the priority group who possesses such special skills and abilities. The UNION makes such referrals solely on the basis of qualifications as set forth in the applications, and the Union assumes no responsibility for the actual abilities of the particular workers referred.
4. **Hiring Hall Fees.** In order to help defray the cost of providing hiring hall services to the workers and employers, the signatory Unions may charge a registration fee, not to exceed the reasonable proportionate cost of operating the referral hall, to any applicant who is not a member of the Local Union when he seeks to register.
5. **Areas Not Served.** The Contractor shall be free to recruit sufficient workmen outside the referral hall, and such workmen need not be registered, in either of the following events: a) If Union referral facilities fail to provide required workmen sufficient to fill the Contractor's request within forty-eight (48) hours following such request (Saturdays, Sundays and holidays excepted); or b) where it is apparent that referral cannot be made by the Union within the required forty-eight (48) hours, in which event the Union shall promptly so notify the Contractor. In either case, the Contractor shall notify the Union by e-mail, fax or in writing, of any such hiring within 24 hours.
6. **Non-discrimination.**
 - a. Registration and referral of job applicants shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, or by any consideration which applicable anti-discrimination statutes forbid as a criterion for employment.
 - b. Each Union will take affirmative action in order to implement the federal government policy of equal employment opportunity and to follow the guide lines set forth in Executive Order No. 11246 and any amendments thereto, the Equal Employment Opportunity Act of 1964 as amended, and any other applicable Federal or State anti-discrimination statute. Each Union will establish a source of recruitment for minority, female, and Vietnam-era Veteran job applicants by contacting recognized representatives of those groups in their state and by taking such other steps as are necessary to comply with such statutes. If any Union is unable,

within a reasonable time, to provide a Contractor with applicants who satisfy the criteria or requirements contained in any regulation of, or program or agreement entered into by such Contractor or Union with the Equal Employment Opportunity Commission, Office of Federal Contract Compliance, Demonstration Cities Act, or any other regulatory or contract-awarding agency of government which has jurisdiction, such Contractor may recruit and hire, in any manner, workers sufficient to satisfy its needs. The Employer shall notify the Union of the name and address of any employee so hired, within two (2) days after the commencement of employment. Such employee shall be subject to all terms and provisions of this Agreement.

- c. The parties to this Agreement recognize the need to accommodate the disabled. In so doing, the Union agrees that it will conduct the operation of its hiring/referral hall consistent with the requirements of the Americans with Disabilities Act. This conformance with ADA includes, but is not limited to, the making of referrals in such a way as to assure that the Contractor can make determinations as to "reasonable accommodations." Further, the Union shall not refuse to make referrals because it believes that "reasonable accommodations" are not possible. The Contractor shall have sole discretion to hire workers outside the hiring/referral hall in the event it determines that the Union's conduct is not consistent with the terms of the Americans with Disabilities Act. Contractor shall notify the Union of the name and address of any employee so hired, within two (2) days after commencement of employment. Such employee shall be subject to all terms and provisions of this Agreement.
7. **Right to Reject.** The Contractor may reject any Union-referred applicant for any *lawful* reason other than Union or non-Union status. The Contractor shall maintain a written record of referred applicants who have been rejected for employment, together with the reasons for such rejection. Such records shall be sent to the Union via fax or mail *within* 24 hours of rejection.
8. **Apprenticeship.** Term "applicants for employment" as used in this Article shall be construed to include applicants for employment as an Apprentice. The Contractor does hereby agree to comply with the provisions of the Registered Apprenticeship Program Standards, formulated and adopted by the New Mexico Laborers Joint Apprenticeship and Training JATC. The Contractor agrees to carry out the intent and purpose of the said Standards by the New Mexico State Apprenticeship Council, a State Apprenticeship Agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor and to abide by the rules and decisions of the Apprenticeship JATC under these standards. It is agreed that if the Apprentice standards change during the life of this Agreement this provision will be subject to be opened.

The parties agree that, in cases where the apprenticeship standards differ from terms and conditions spelled out in this collective bargaining agreement that the terms and conditions of the collective bargaining agreement take precedence over the standards.

Veterans. The New Mexico Laborers Joint Apprenticeship and Training JATC recognizes the Helmets to Hardhats program for all qualified Veterans. Veterans must also meet all Hiring Hall Rules and Procedures. Upon meeting these requirements Veterans will automatically qualify for "A" listing.

9. **Documentation and Verification.** The Employers and Union will work cooperatively to assure that both parties comply with their legal responsibilities under the Immigration Reform and Control Act of 1986. In so doing, the Union will request from each employee before referring them to an employer, documentation which establishes citizenship or other legal status to work in the United States. These documents shall be any of the documents that are allowed under the regulations promulgated under IRCA. Copies of this documentation shall accompany the referral to the employer. This section may be amended mutually when regulations are finalized on these requirements.

10. **Save Harmless.** Should either the Contractor or Union violate, or fail to comply with, any of the terms or conditions of this Article, by discrimination or otherwise, and thereby cause liability to be asserted against or imposed on the other, the non-complying party shall indemnify, defend, save and hold the other harmless from any and all liability, loss, cost, expense, and damage, including, but not limited to, legal fees, wages or other charges incurred by reason of such conduct.

ARTICLE VII – HIRING HALL RULES

The Union referral halls are located in Albuquerque, Espanola, Farmington, and Las Cruces.

Hiring hall hours shall be from 8:00 a.m. to 9:30 a.m. Monday through Friday in Albuquerque, Espanola, Las Cruces, and Farmington offices. In the event that the Union opens another sub-office, they will follow the same procedures.

In the event of an emergency beyond the control of the Employer, the Employer may call the Union for workers. The Union hall shall follow the same hiring hall procedures and documentation when contacting or calling the members on the out of work list. The Employer requesting workers in any emergency shall send a letter on company letterhead requesting workers.

1. **Non-Discrimination in Job Referrals.** Referrals to jobs will be on a nondiscriminatory basis and will not be based on, or in any way affected by, race, gender, national origin, sexual orientation, disability, religion or lawful union-related activity.
2. **Requirements and Review Process.** Each Local Union in the United States shall adopt written referral rules conforming to the revised Hiring Hall Guidelines. The purpose of these Hiring Hall Guidelines is to maintain and administer a processing system for referral of applicants to employment in a fair and equitable manner, and to establish records and procedures that will be adequate to disclose fully the basis on which each referral is made.
3. **Access to Facilities and Records.** The Contractor or the Association shall have the right at any time to inspect the referral hall facilities, examine any and all records pertaining to its operation or otherwise provided for herein, and make any investigation necessary to establish that the terms of this Article are being fully complied with. Any information contained in the records provided for under Sections 4, 8, and 9 of the posted Hiring Hall rules shall be made available to any Contractor or the Association, by telephone or by mail, as it may request.
4. **Request by Name.** All requests from employers for workers, including the date of each request, the name of the employer, the location of the job site, the length of the job (if known), and any request by the employer for applicants with special skills, licenses, or certifications, or a specific applicant by name, as required by applicable collective bargaining agreements.

ARTICLE VIII – UNIVERSAL WORKING RULES

1. **Single Daytime Shift.** Eight consecutive hours exclusive of lunch period, shall constitute a day's work. Forty hours, from Monday through Friday, exclusive of lunch periods, shall constitute a week's work. Such work shall be paid for at the applicable straight time rates set forth in the wage schedules attached hereto.

Hours in excess of eight (8) in any one day; except as provided in Section (1) above; hours in excess period, shall constitute a day's work. Forty (40) hours, from Monday through Friday, exclusive of lunch periods, shall constitute a week's work. Such work shall be paid for at the applicable straight time rates set forth in the wage schedule.

A contractor may elect, provided he so states at a pre-job conference prior to the start of a job, to work shifts of more than eight (8) hours per shift but no more than ten (10) hours per shift at the straight rates. Overtime rates as applicable shall apply to all time worked in excess of ten (10) hours per day, forty (40) hours per week, Saturdays except make-ups, Sundays, and Holidays. Starting and quitting times, once established, shall be uniform and consistently applied.

The Employer shall be allowed to implement a four consecutive day per week work schedule at ten hours per day Monday thru Thursday. This schedule (4X10) will be worked at the regular rate. The fifth day may be utilized as a makeup day, at the regular rate, if time has been lost during the workweek. If the contractor intends to work a different work schedule such as Tuesday thru Friday he may do so, provided that he notifies the Union prior to the start of a job. In all cases Saturday may be used as a make up day

2. **Overtime.** It is agreed that overtime is undesirable and not in the best interests of the Industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, it will be kept to a minimum.
3. **Time and one-half.** Time and one-half shall constitute overtime to be paid for at the rate of time and one-half the applicable straight time rate set forth in the wage schedule. Overtime shall be paid for time worked in excess of eight (8) hours in any one day or forty (40) hours per work-week.

All hours worked before and after the established work day Monday through Friday, and all hours worked on Saturdays, shall be paid at the applicable overtime rate of time and one half (1 ½) the employees straight time rate of pay.

- a. Saturday may be used as a make-up day, at the regular hourly rate, if time has been lost during the regular workweek. Provided, however, such make-up work will be performed by employees of the employer covered by this Agreement and employed on the job during the week in which time was lost. *It shall not be mandatory for an employee to work a makeup-day.* During a holiday week, Saturday will not be used as a make-up day for the holiday and no employee shall be discharged for his refusal to perform such work.
- b. Make-up days will be used for time lost during the regular workweek due to inclement weather or time lost beyond the control of the contractor.

Double time. All work on Sunday and holidays.

TIME AND MATERIAL WORKED FOR SANDIA NATIONAL LABORATORIES Standard time is defined as up to forty (40) hours per week. Overtime is defined as over forth (40) hours per week. Premium time is defined as time worked on Sundays and SNL holidays. Normal SNL holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Energy Conservation Day, and Christmas Day.

The overtime/premium time rates apply to work that is performed as defined, but only when the work is specifically requested as overtime/premium work by the *CPM/SDR*. As long as 40 hours of work is offered to the employee for that week.

Additional Overtime Provisions.

- i. Work performed in excess of five consecutive hours without a thirty (30) minutes lunch period shall be paid for at one and one-half times the straight time hourly rate until a thirty (30) minute lunch period has been provided.
- ii. No work shall be performed in excess of ten consecutive hours unless a second lunch period of at least thirty (30) minutes is furnished and the employees are paid at the applicable overtime rate therefore.
- iii. In the event the particular work in progress can be completed within the eleventh hour it may, upon mutual consent, be continued to completion without interruption, provided the Contractor pays for the lunch period at the applicable rate.

4. Multiple shifts.

- a. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days.

Contractors shall have the right to designate the craft or crafts on any project or portion thereof which shall work on a multiple shift basis.

- b. If the Contractor elects to work the day shift between 8:00 a.m. and 5:00 p.m., that shift shall work eight consecutive hours, exclusive of a thirty (30) minute lunch period. The second shift shall work seven and one-half consecutive hours, exclusive of a thirty (30) minute lunch period, for which working time employees on the shift shall receive eight hours' pay at straight time rates, Mondays through Fridays. The third shift shall work seven consecutive hours, exclusive of a thirty (30) minute lunch period, for which working time employees on the shift shall receive eight hours' pay at straight time rates, Mondays through Fridays.

On three-shift operations, all time worked on the third shift shall be deemed to have been worked on the same day as the first shift started. Work in excess of seven and one-half consecutive hours on the second shift, and work in excess of seven hours on the third shift, both exclusive of lunch hour, shall be paid for at the applicable overtime rate. The Contractor may regulate the starting time of a two-shift operation.

- c. The Contractor may regulate the starting time of a two-shift operation, by starting the first shift prior to 7:00 a.m., and each shift shall work eight consecutive hours, exclusive of lunch period, for which working time employees on each shift shall receive eight hours' pay at the straight-time rate, Mondays through Fridays. Work in excess of eight hours, exclusive of lunch period, on either shift, shall be paid for at the applicable overtime rate.
 - d. On regular two or three-shift operations, the contractor may deviate the starting time of the day shift by the same procedures provided for in paragraphs "a" and "b" of Section 3 above.
 - e. The Contractor and the Union may agree, in writing, upon different starting or quitting times for any of the shift arrangements provided in Sections 1 and 2 above.
5. **Special Shifts.** When maintenance or remodeling work cannot be performed on the regular day shift because establishments cannot suspend operation during the day, a special single shift may be employed after the establishment closes, Monday through Friday, and employees of this shift will work eight consecutive hours exclusive of a thirty (30) minute lunch period, for which they will receive eight hours' pay at the straight time rate. In the operation of this shift, no employee will lose a

shift's work. The applicable overtime rate shall be paid for hours worked in excess of eight, exclusive of lunch period, on this shift.

6. **Show-Up Time.** Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time. Any employee on the payroll of the Contractor or any workman referred to a job, who reports for work at the regular starting time and for whom no work is provided, shall receive two hours pay at the applicable rate, unless he has been notified before leaving home not to report, or has been discharged, laid off or has voluntarily quit the employer on the same job. Any employee who reports for work and for whom work is provided shall receive not less than two hours' pay, or shall be paid only for time worked if he has been prevented from working for reasons beyond the control of the Contractor, inclement weather, or breakdown causing discontinuance of a major unit of the project and has not been required or requested to remain on the project by the Contractor or his agent. Employees referred under Article VI to Contractors' jobs who arrive in an unfit condition for work, without proper tools or credentials, who are not ready to go to work, or who are not otherwise qualified, shall not be paid show-up time. Each employee will furnish his employer with his current address and telephone number.
7. **Payment of Wages.** Employees shall be paid weekly on the job site during working hours. No more than five (5) days pay shall be withheld from an employee's wages.
8. **Lay Offs.** Any employee who is laid off or discharged during the employer's regular office hours and who is not paid the wages due him within his regular work shift shall be entitled to eight (8) hours pay at his regular straight time rate for each twenty-four (24) hour period or fraction thereof between the end of his last shift and the time he is paid in full; provided that the employer shall be required to pay such an employee only during regular office hours. In no event shall penalties under this rule accrue against a Contractor for Saturdays, Sundays, or holidays, unless work has been normally scheduled for such days. Any employee who quits shall be paid on or before the next regular payday.

When discharge occurs outside the employer's regular office hours, the Contractor shall, on the following work day, either i) have the paycheck available at the payroll office prior to the closing of such office; or ii) if requested by the employee, mail the paycheck to the employee to the address shown on the employer's records or as may be designated by the employee. The post-mark shall be determinative of the date of mailing.

9. **Holidays.** The recognized holidays hereunder shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Friday after, and Christmas Day. Whenever any of these holidays falls on Sunday, the Monday following shall be the legal holiday which is on a Monday. No work shall be performed on Labor Day except to save life or property.

Laborers who are veterans of military service to the United States of America may take off from work on Veteran's Day on the federally recognized holiday. The Employer reserves the right to request documentation from any worker who wishes to utilize this time-off provision to verify his or her status as a veteran, as per company policy.

ARTICLE IX – HEALTH AND SAFETY

1. In accordance with the Occupational Safety and Health Act other applicable federal, state, county and city laws, the Employer shall have the responsibility to furnish a place of employment that is free from recognized hazards.
2. The Employer agrees to provide a place of employment that shall be safe for all employees. In order to render the place of employment safe, the Employer shall furnish to employees safety equipment

including personal protective equipment, **excluding safety toed boots and leather gloves and shall itself adopt and use adequate safeguards, methods and equipment.**

3. Raincoats, boots, overshoes and hard hats will be furnished by the Employer, and if they are not returned (except normal wear and tear), the Employer may deduct the cost of same from the employee's pay.
4. All safety equipment and devices, required by OSHA, needed for work will be furnished by the Employer. The Employer shall provide iced water and cups, proper toilet facilities, and shelter for protection from inclement weather when applicable.
5. No employees shall be subject to discipline because of his refusal to work on a machine, area or job that the employee believes in good faith constitutes a recognized hazard. No employee who in good faith refuses to perform hazardous work after requesting that the Employer correct the situation and offering to perform another task while the hazard is corrected shall be disciplined.
6. The Union's role in the Employer's safety and health program is solely advisory. Nothing in this Agreement will make the Union liable to the Employer, to any employee or to any other person for the health and safety of employees. The Employer will not engage in any litigation against the Union on a subrogation theory, contribution theory or otherwise, so as to obtain a money judgment from it in connection with any death, injury, or illness that occurs on, or is related to, the work covered by this Agreement. The Employer agrees that the Union will not be held responsible for the acts, or failure to act, tortuous or otherwise, of those it refers. The Employer will hold the Union harmless against any liability for which the Union may be held as a result of death, injury or illness of any employee.
7. Any employee who is injured while on the job must immediately report such injury to his supervisor and make a written report. The supervisor will give the steward a copy of the report of injury. If in the event the employee is unable to return to work because of his/her injury the employee shall be paid the full days wages.
8. No deposit shall be required by an Employer from any employee for uniforms, protective clothing, equipment or tools.

ARTICLE X – GRIEVANCE PROCEDURES

Section 1. Any questions arising out of and during the term of this Agreement involving its interpretation and application or the interpretation and application of any individual agreement between the Company and a signatory Union, excluding jurisdiction disputes and wage re-openers, shall be settled under the following procedures. Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single applicable and binding on each of the other employees who have identical grievances.

Step 1. When any employee covered by this Agreement feels a violation has occurred, the employee, through the employee's Union steward, within ten (10) working days after the occurrence of a dispute, shall give notice to the immediate supervisor stating the Section(s) alleged to have been violated. Failure to raise any dispute within ten (10) working days of its occurrence renders the dispute null and void. The dispute shall be discussed between the aggrieved employee, the Union Steward, and the immediate supervisor within twenty-four (24) hours of notice. If the dispute is not settled, it may be referred to Step 2 within five working days following the Step 1 meeting. The Union will notify the Labor Relations Department as soon as possible after the initial meeting provided in this Section.

level of plan benefits, they will notify the Union in writing. The Union will then notify the Employer in writing within thirty (30) days. The Union and the Employer will begin negotiations to address the additional contribution needed to maintain the current level of plan benefits.

- b. **Pension.** Laborers' National Pension Fund Agreement and Declaration of Trust dated May 15th, 1968 as amended. This Standard Participation Agreement is made by and between the Union and the Employer, named below, to set forth the terms and conditions under which the Employer will contribute to the Laborers National Pension Fund on behalf of the employees covered by the collective bargaining agreement between the Union and the Employer. This Standard Participation Agreement supercedes any contrary language of the collective bargaining agreement.

Section 1: The Employer agrees to contribute to the Laborers National Pension Fund (the "Pension Fund") for all employees covered by the collective bargaining agreement between the Union and the Employer in accordance with this Standard Participation Agreement.

Section 2: Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify the accuracy and completeness of the contributions due and to properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

Section 3: The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonable verify the accuracy and completeness of the Employer's contributions.

Section 4: Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 5: The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

- c. **Training Fund.** New Mexico Laborers Training & Apprenticeship Fund dated October 8, 1976 as amended.
- d. **BUILD NEW MEXICO.** The Agreement and Declaration Trust of "Build New Mexico" are hereby incorporated into this Agreement. This program is supported by a three-cent (\$.03) per hour contribution from the employer and a three-cent (\$.03) per hour deduction from employees' wages.
- e. **OHIO VALLEY AND SOUTHERN STATES LECET.** The Agreement and declaration of trust for Ohio Valley and Southern States Laborers-Employers Cooperation and Education Trust (LECET) is hereby into this Agreement. This program is supported by a three cent (\$.05) per hour contribution, which is deducted from wages.

f. **OTHER FUNDS**

NOTE: In the event that the Board of Trustees of the New Mexico Laborers' Training and Apprenticeship Trust Fund, the Laborers International Pension Fund, and the Safety Incentive program administered by the Southwest Multi-Craft Health & Welfare Trust Fund certifies that an increase in the hourly contribution rate is necessary to maintain the current level of plan benefits, they will notify the Union in writing. The Union will then notify the Employer within thirty (30) days in writing. The Union and the Employer will begin negotiations to address the additional contribution needed to maintain current benefits of the plan.

- g. **NEW MEXICO CONTRACTORS' ADMINISTRATION FUND.** The "Operating Procedures" and contribution rate for the Contractors' Administration Fund (CAF) are provided for in this Agreement. This fund is a unilateral management fund, the purpose of which is to defray costs of the New Mexico Building Branch, Associated General Contractors, related to collective bargaining, trust fund management, work on Joint Apprenticeship and Training Committees, and related support activities of the New Mexico Building Branch, AGC, in training, workforce development and safety. The contribution rate for this unilateral management fund is set by the AGC Collective Bargaining Committee. Two cents (.02) per hour is contributed by the contractor. This amount may be raised to three cents (.03) per hour by the AGC Collective Bargaining Committee during the course of this contract.

Save Harmless. The AGC agrees to indemnify, defend, save and hold the UNION harmless from all liability, loss, cost, expense and damage, including but not limited to, legal fees and other charges incurred to administer or collect contributions to Contractors Administration Fund.

1. **Basis of Payment of Fringe Benefit Contributions.** Contractor shall make contributions to the Funds listed in Section 2 of this Article IX for each hour of work covered by this agreement, whether or not the employee is a member of the Union. The Contractor shall make contributions on basis of hours work for (i.e., each straight time hour shall be counted as one hour, each time and one-half hour as one hour, each double time hour as one hour) as specified in Article XI of this agreement and respective agreements and Declarations of Trust.
2. **Designation of Trustees.** The Contractors who are or hereafter become parties hereto hereby designate as their representatives, the Trustees appointed by the New Mexico Building Branch, AGC, as their representatives on the respective Boards of Trustees of the funds provided for in Sections 2 and 3 of this Article IX, and will be bound by the actions of such Trustees made during the term of this Agreement. Trustees of said funds shall not increase benefits of said funds if such increase in benefits creates or increases un-funded liability of said fund.
3. **Payment of Contribution.** The wage rates, the amounts of fringe benefit contributions and the Funds to which they are to be applied, are set forth in this Agreement. The Contractors will make the contributions in accordance with the appropriate Trust Agreement, will file the reports required by the Trustees of each fund, and will be bound by the provisions of any new Trust Fund Agreement entered into between the Council and AGC during the term hereof.
4. **Bond Requirement.** Within ten (10) days of the signing of this Agreement the Employer will post a bond or other form of security acceptable to the Board of Trustees to ensure the payment of fringe benefit contributions.

The bond or other security must be in an amount equal to three months of the Employer's estimated fringe benefit contributions during the previous calendar year, or other evidence that the Board of Trustees deems reliable of projected work activity. In all cases the minimum amount of security required is \$10,000, unless the Board of Trustees of the Multi-Craft Health and Welfare Fund decides that another amount is appropriate. In this case, the amount determined by that Board shall

automatically become a part of this Agreement. Any Employer that has made payment into the Trust Fund for a period of five years with no more than two months of delinquency each of which was resolved with full payment to the Trust Fund is exempt from the requirement of security.

5. **Notification of Delinquencies.** The Trustees of the funds set forth in Section 2, 3, and 4 of this Article XI, shall cause the Administrator to mail out to each participating party, on the first of each month, a list containing the name of each Contractor who has been classified delinquent or late in accordance with the rules and cutoff dates as established by the Trustees.
6. **Enforcement of Compliance.** If a Contractor signatory to this Agreement is delinquent in submitting reports or paying contributions, and unless some other acceptable agreement has been reached with the Trust, the Union shall withhold employees from such Contractor and take whatever action it deems prudent in order to enforce compliance, provided however, the Union has notified the affected Contractor(s) five (5) days prior to commencement of any such action. Action taken under this provision shall not be deemed a violation of the no-strike provisions of Article XII. (See Article I .D., for additional requirements regarding Sub-contractors).
7. **Liability.** The Contractor's liability for contributions is not subject to arbitration under Article VIII hereof. Further, recognizing that the delinquent Contractor's default in payment of contributions is the proximate cause of a strike called under the provisions of this section, such delinquent Contractor shall pay, in addition to the contributions due, audit and attorneys' fees and other costs of collection, and eight hours straight time pay per day of time lost during the duration of such strike and work stoppage, to each striking employee.
8. **Initiation fee & Dues Check-Off**
 - a. The Employer for the duration of this Agreement shall deduct from the gross wages of each employee who submits a signed authorization, the monthly membership dues. The Employer is responsible for deducting Union initiation fees, readmission fees, and other fees, as specified by the Union and shall, prior to the date fixed by each Union, remit the same to the Union or its designated agent as long as the employees' authorization is not revoked.
 - b. In case of error on the check-off list, the Employer will make proper adjustment. The Union will hold the Employer responsible against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union.
 - c. The Employer agrees to notify the Union on the day of hiring a new employee or replace a current employee. All employees, as a condition of employment, must join the Union within seven (7) working days of hire.
9. **Sole Obligation.** Notwithstanding any of the provisions of the Agreement, the Contractor and the Union do not agree, assume, ratify, approve, or condone any conduct, act, practice of the fund, trustees, and/or administrators or their agents. A Contractor's sole obligation and liability under this Agreement is to timely submit the required contributions, and this Agreement does not grant, directly, or indirectly, the Contractor or Union any control over the decisions and/or acts of said funds, trustees, administrators, and/or agents.

Trustees are directed through this Agreement, however, to seek written legal opinions on issues that come under the scope of the Americans with Disabilities Act.
10. **Safety Incentive Program.** The parties agree that a "safety incentive program" be established through the Multi-Craft Health and Welfare Trust and that this program be implemented through procedures established by the Trustees and conforming as best as possible to procedures followed by other crafts with "safety incentive programs."

ARTICLE XII – NO STRIKE - NO LOCKOUT

1. **No-Strike.** The Union agrees that for the duration of this Agreement there shall be no strike, work stoppage or slowdown authorized, sanctioned or encouraged by said Union, and no picket lines shall be established by the Union, except as set forth in Article XI. The Union representing any workmen on strike shall use all means within its power to end any such work stoppage at the earliest possible time.
2. **No Lock-Out.** The Contractor agrees that there will be no lockout of employees for the duration of the Agreement except as provided in Article XII.
3. If there is a strike, work stoppage or slowdown by any union or unions, whether or not party here to, against any multi-employer bargaining unit or group, whether or not organized into an employer association, over the terms of a new or properly reopened collective bargaining agreement involving construction work, it shall not be deemed a violation of this Article X for the duration of such strike, stoppage or slowdown: a) for any Contractor or Contractors to cease work or to lock out its or their employees; or b) for any Union to strike. The Council and Association shall give the other at least 48 hours prior written notice of such action.

ARTICLE XIII – JOB CLASSIFICATIONS AND HOURLY RATES

1. **Hourly Rates.** The hourly wage rates and classifications listed shall apply on all work performed under the terms of this Agreement within the New Mexico jurisdiction.
2. **Insurance and Taxes.** Each Contractor shall carry Workmen's Compensation Insurance on all employees covered by this Agreement.
3. **Payroll Deductions.** Each Contractor shall give to each employee with each check a statement itemizing the employee's gross amount earned, hours worked, Social Security Tax, Withholding Taxes, and all other deductions.
4. **Apprenticeship.** An apprenticeship program established effective June 6, 2000 as set forth in the Standards of Apprenticeship, was developed by the New Mexico Laborers' Training & Apprenticeship Trust Fund for the trade of Construction Craft Laborer who are further defined and named under Article XIII Sub-Section "Classifications" of this Agreement. This apprenticeship program was placed into effect upon formal approval of the New Mexico Department of Labor, State Apprenticeship Council (SAC) and appropriate state agencies. This Apprenticeship program shall be a "Letter of Intent" type of program and shall be administered by the Joint Apprenticeship Committee comprised by an equal number of members of the Southwest Laborers' District Council and the Signatory Contractors. The Apprenticeship Standards of the New Mexico Laborers' Training & Apprenticeship Joint Apprenticeship Committee approved by the State Apprenticeship Council of New Mexico of the United States Department of Labor are hereby incorporated by reference as a part of this Agreement.

1. Apprentice wage rates are based on the Semi-Skilled Laborer Classification:

Hours of Credit	Scale	06/01/07	06/01/08	06/01/09
0 – 1000	72.6% of Semi-Skilled Laborer	\$ 11.55	\$ 11.98	\$ 12.38
1000 – 2000	77.0% of Semi-Skilled Laborer	\$ 12.25	\$ 12.71	\$ 13.13
2000 – 3000	81.6% of Semi-Skilled Laborer	\$ 12.98	\$ 13.47	\$ 13.92
3000 – 4000	85.6% of Semi-Skilled Laborer	\$ 13.61	\$ 14.13	\$ 14.60

The definition of hours of credit is actual work hours plus credit for school attendance as defined in the Apprenticeship Standards. The rates of wages for Apprentices are based on a reduction from the Journeyman rate of pay as established in this Collective Bargaining Agreement.

2. Employers shall pay apprentices the full fringe benefits package as described in this contract.
3. Ratio: The ratio of apprentices to journeyman shall be one (1) apprentice for the first (1st) journeyman hired, one (1) apprentice for two (2) journeyman thereafter. This ratio will be applied on individual jobs.
4. It is agreed that apprentices should, when possible, be moved by the employer to different types of operations so as to become adept in a variety of operations and work skills.
5. No person who has previously worked as a journeyman laborer shall be eligible for the apprenticeship program. Decisions concerning apprentice wages and advancements shall be made by the Joint Apprenticeship committee.
6. No apprentice shall be eligible for journeyman status until they complete their apprenticeship as required by the Apprenticeship Standards as administered by the New Mexico Laborers' Training & Apprenticeship Trust Fund Apprenticeship Committee. Upon the failure of any apprentice to maintain his or her apprenticeship status in accordance with the apprenticeship standards of the New Mexico Laborers' Training & Apprenticeship Trust Fund and Associated General Contractors (AGC) Joint Apprenticeship Committee, the Joint Apprenticeship Committee shall notify, in writing and by certified mail, return receipt requested, the Union, the Employer and the Apprentice of such failure. Any person failing to maintain and complete their apprenticeship in accordance with the apprenticeship agreement and the apprenticeship standards of the New Mexico Laborers' Training & Apprenticeship Trust Fund and Associated General Contractors (AGC) Joint Apprenticeship Committee shall not be employed by the employer as a journeyman under this agreement. The failure of any apprentice to maintain his or her apprenticeship status, in accordance with the apprenticeship standards of the New Mexico Laborers' Training & Apprenticeship Trust Fund and Associated General Contractors (AGC) Joint Apprenticeship Committee, shall obligate the employer to discharge such person upon notice from the Union, that said person has failed to maintain his or her apprenticeship status.
7. The New Mexico Laborers' Training & Apprenticeship Trust Fund and Associated General Contractors (AGC) Joint Apprenticeship Committee may, upon seven (7) days written notice to an employer party to this agreement transfer any and all apprentices and/or refuse to permit employment of apprentices by any employer which employs any person who has failed to maintain their status as an apprentice, in accordance with the Apprenticeship Standards adopted by the New Mexico Laborers' Training & Apprenticeship Trust Fund and Associated General Contractors (AGC) Joint Apprentice Committee and in violation of this Article XII.
8. The Union agrees that it will continue to develop a pool of **Groups I, II, III and IV** Laborers, to man the jobs of contractors who choose not to sign the 'Letter of Intent' required for participation in the apprenticeship program.
9. No apprentice shall be eligible for work until he or she completes Three weeks of training at a site designated by the training director. The first week of training will be OSHA 10hr, Haz-com, First Aid and CPR and identifying tools and materials. The second week of training will be Scaffolding and forklift training. The third week of training will consist of an Forty-hour hands on general construction course that will at a site designated by the training director.

Step 2. The employee, the Union Business Representative and the designated representative of the employer shall meet as soon as possible and in any event within twenty (20) days after referral to Step 2. At this point the grievance(s) shall be submitted in writing by the Union Business Representative. The Company shall give a written answer to the grievance within three (3) working days following this meeting.

Step 3. The parties agree to mediate all disputes prior to Arbitration. The rules and procedures for mediation as provided for by the Federal Mediation and Conciliation Service shall apply. If no settlement is reached at the mediation conference, the grievance may be scheduled for arbitration in accordance with the grievance procedure. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

Section 2. Any grievance not resolved in accordance with Section 1 above may be referred to arbitration, provided notice is given to the other party with ten (10) working days of receipt of the Step 3 answer. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall alternately strike names from the list until only one name remains. This person shall be the arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

Section 3. The arbitrator shall have authority to resolve any grievance which is properly in arbitration under this procedure as specified in Section 1 above but shall not have the authority to add to, detract from or alter or modify this Agreement or the terms of any individual Craft Appendix. Any decision of the arbitrator shall be final and binding on the parties. All parties shall share the expenses of the arbitrator equally.

Section 4. The parties may extend the time limits in this Article by mutual agreement with such mutual agreement being in writing.

ARTICLE XI – FRINGE BENEFITS AND UNION DUES CHECK -OFF

Section 1. Time is of the essence in the filing of fringe benefit reports and payment of all contributions due. The Employer will file its reports on a form supplied by, or approved by the Trustees of the various Funds listed below and make payment to the Funds listed below no later than the 10th day of the month following the month that the payroll period ends. The Employer may arrange for electronic submission of reports and payment by contacting the Fund Office. The Trustees will abide by the Collections Procedures adopted by the Boards of Trustees.

The Trustees of the various funds are under a legal obligation to enforce the terms of the Agreement and the terms of the respective Agreements and Declarations of Trust listed below regarding fringe benefit reports and contributions. In addition, the Employee Retirement Income Security Act of 1974 prohibits the extension of credit employers.

Section 2 The Unions and the Employer hereby adopt by reference each of the Agreements and Declarations of Trust listed below:

- a. **Health and Welfare** The Southwest Multi-Craft Health and Welfare Trust Agreement as amended and restated April 1, 1966, as amended from time to time.

In the event that the Board of Trustees of the Southwest Multi-Craft Health and Welfare Trust Fund certifies that an increase in the hourly contribution rate is necessary to maintain the current

ARTICLE XIV – GRANDFATHER CLAUSE

Hourly Wage Rates. The following wage rates apply to jobs or projects which are bid or negotiated on or after June 1, 2007, as long as the following conditions applies: The job or project must have been bid or negotiated before June 1, 2007. If the job or project was bid or negotiated after June 1, 2007, the wage rates, effective June 1, 2007, as provided for in this agreement apply.

This provision cannot be utilized by the contractor unless he sends, via certified mail, a list of the projects on which he wished to grandfather the wages to the union within thirty (30) days of signing the agreement. The negotiated fringe package shall apply in all cases.

ARTICLE XV – CONSTRUCTION CRAFT LABORER JOURNEYMAN WORKER CLASSIFICATION AND WAGE RATE

GROUP I: General Labor- Chainmen - Stakedrivers – Stake Hopper - Heater Tenders - Window Cleaning and Clean-up – Unloading of Furniture and Fixtures – Shop Helper. (Chainmen and Stakedrivers working solely for an engineering firm are not subject to this Agreement.) This group don't apply to laborers working in Industrial Power plants, Copper Smelters, Gas Refineries Coal Mine Sites Industrial and Plant Laborers

	<u>06/01/07</u>	<u>06/07/08</u>	<u>06/01/09</u>
Group I	\$ 14.44	\$ 15.00	\$ 15.44

General Labor-Chainmen – Stake driver - Stake Hopper – Carries supplies, drag chain, holds survey rod, drives stakes and assists surveyor in other related duties.

Heater Tenders – fuels and tends to heaters used on the job sites.

Window Cleaning and Clean-up – cleans and washes windows. May perform other related tasks and general clean up.

Unloading of Furniture and Fixtures – unloads furniture and fixtures from trucks and moves them to the place of installation or storage.

Shop Helper- helps the mechanics in the shop, run for parts and cleans in the shop.

GROUP II: Carpenter Tenders - Concrete Workers - Concrete Buggy Operators - Industrial and Plant Laborers – Fire Watch, Swinging Scaffolds Tender – Flagman - Landscaping and Planter - Fence Builder – Guardrail Builder- Fine Grader – Form Stripper – Gabian Basket Builders - Rip Rap Stoneman – Drywall, Stocking and Handling – Fly Ash Vacuum Operator – Man Hole Builder - Tool Room Person and Checker on Jobsite

	<u>06/01/07</u>	<u>06/01/08</u>	<u>06/01/09</u>
Group II	\$ 15.04	\$ 15.60	\$ 16.09

Carpenter Tenders – Performs labor such as hand handling of materials used by carpenters. Assists in erecting and removing of forms, removes nails and clears lumber. May perform other related duties. More defined in Article XIII.

Concrete Workers – Pours and performs other work in relation to the lining with concrete.

Concrete Buggy Operators -- Operating buggy by pushing or pulling by hand between mixer or other source to site of work.

Industrial and Plant Laborers -- a labor who works in Industrial Plant (Industrial Power plants, Copper Smelters, Gas Refineries Coal Mine Sites Industrial and Plant Laborers.

Fire Watch -- one who watches the work area for fires when craftsmen are cutting or welding.

Swinging Scaffolds Tender -- tends to the scaffold builders.

Certified Flagman -- Supervises flag and signing personnel. Prepares revision to the traffic control plan. Coordinates all traffic control with emergency agencies. Prepares and submits statements concerning road closures, delays and other project activities to the new media. May perform other related duties.

Bleacher Seating -- The unloading, moving to the place of erection, assemble and installation of all stadium seating.

Fence Builder -- Digs post holes, Pours concrete for posts, sets posts, stretches fencing material and performs all aspects of building fences of all types.

Guardrail Builder -- Performs all aspects of building Guardrails of all types.

Form Stripper -- Strips , cleans and oils all types of concert forms.

Gabian Basket Builders -- Assembles wire baskets for rip rap.

Rip Rap Stoneman -- One who places stones into gabian baskets.

Drywall, Stocking and Handling -- The carrying and handling of all materials by hand to a point adjacent to place of erection will be the work of the Laborers and assists in the placement of materials.

Fly Ash Vacuum Operator -- Installs vacuum lines and operates nozzle of vacuum hose at power plants in the cleanup of fly ash.

Landscaping and Planter -- The duties of the Landscaper include site development, soil preparation, fertilizing, the building of garden accessories, preparation for the installation of garden sprinkler systems, and other related duties. The Landscaper may operate small walking type farm equipment and perform other related duties. Duties of the Landscaper shall no include electrical work, fencing, concrete retaining walls, or other work that is generally performed by skilled craftsmen.

Man Hole Builder -- Constructs a means of permanent access to water and sewer lines for maintenance purposes. This work consists of laying brick or concrete block starting from concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground. Brick or block is laid in by eyesight and is normally not to a plumb line. Chipped or culled brick can be used and quite often is. No effort may be made to keep mortar off the face of the brick and joints are not pointed. May apply coating of concrete to interior and exterior surface, except where tools of the trade are involved. May perform other related duties.

Tool Room Person and Checker on Jobsite – Manages, supervises, inspects and coordinates all traffic control at the project site.

GROUP III SEMI-SKILLED LABORER: Electric Air and Gas Operated Power Tools - Asphalt Rakers - Chain-Saw Operators - Oxy Gasoline Torch Operators - Cutting Torch Operators or Burner Person - Gunitite Rebound Men - Fog Machine Operators - Power Buggy Operators - Rodmen - Sandblasters (potmen) - Wagon Drill and Diamond Core Driller - Air Track - Drill Operator Hydraulic Core Drill Diamond - Tenders outside- w/Pumps under 6" - All Duct Bank Work (definition of) Digging- Trenching- Pouring and place of concrete - Backfilling - Concrete Burners - Cement Mason Tenders - Plasterers Hodcarriers - Mortar Mixer - Plaster Spreader Operators - Plaster Tenders - Gunitite Nozzlemen - Pipelayer - Pumpcrete Nozzlemen - Powdermen Tender- Demolition - Grade Checker - Vibrator Operator - Concrete Saw Operators - Stone Mason Tender - Jack Hammer and Chipping Hammer Operator - Green Cutter High Pressure Air & Water on Concrete Blaster - Pipelayer (includes but not limited it to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe) - Cast Iron Concrete pipe, unloading, handling, distribution, and installation-Scaffold worker-Certified Scissor Lift Operator and Man Lift Operator.

	<u>06/01/07</u>	<u>06/01/03</u>	<u>06/01/09</u>
Group III	\$ 15.91	\$ 16.51	\$ 17.06

Electric Air and Gas Operated Power Tools – A worker who uses a tool driven by compressed air, gas, or electric power to perform such work as breaking old pavement, loosening or digging hard earth, trimming bottom and sides of trenches, breaking large rocks, driving sheeting, chipping concrete, trimming or cutting stone, calking steel plates, or compaction of earthen backfill. Install plastic and PVC linings on ponds. Rotary man operates a hand-held device to make cuts on road with a person holding a nozzle to fill cuts with oil. May perform other related semi-skilled duties.

Asphalt Rakers – Distributes asphaltic road-building materials evenly over road surface by raking and brushing materials to correct thickness; may control straight edge to regulate width and depth of materials; directs "Asphalt Shovelers" when to add or take away material to fill low spots or to reduce high spots. Applies color to tennis courts, etc. by using a squeegee. Applies epoxy on concrete floors to seal. May perform other related semi-skilled duties.

Chain-Saw Operators – Operates a power driven chain saw to clear areas of timber. Fells trees, and sometimes cuts the fallen trees into short sections to facilitate their removal.

Oxy Gasoline Torch Operators – Uses cutting torch only for demolition work on steel or other metal structures. May perform other related semi-skilled duties.

Cutting Torch Operators or Burner Person – Uses cutting torch only for demolition work on steel or other metal structures. May perform other related semi-skilled duties.

Gunitite Rebound Men – A laborer who cleans up after gunitite has been shot in place.

Power Buggy Operators – Drives self-propelled buggy to transport concrete from mixer or source of supply to place of deposit. Operates levers to dump load. May perform other related semi-skilled duties.

Rodmen – Hold survey rod.

Sandblasters – Cleans and prepares surfaces by the use of sandblasting equipment other than preparation for painting. May perform other related semi-skilled duties.

Potman – Cleans, screens and feeds sand to hopper or pot of sandblasting machine.

Wagon Drill and Diamond Core Driller – Sets up and operates drilling mechanism that drills holes into concrete or rock. Levels machine by placing timbers under wheels. Inserts and fastens drill steel in chuck. Adjusts angle of drill tower and bolts into position. Controls drilling and speed of drill by moving levers. May make other adjustments to equipment as needed. May perform other related semi-skilled duties.

Air Track – Sets up and operates drilling mechanism that drills holes into concrete or rock. Levels machine by placing timbers under wheels. Inserts and fastens drill steel in chuck. Adjusts angle of drill tower and bolts into position. Controls drilling and speed of drill by moving levers. May make other adjustments to equipment as needed. May perform other related semi-skilled duties.

Drill Operator Hydraulic Core Drill Diamond – Sets up and operates drilling mechanism that drills holes into concrete or rock. Levels machine by placing timbers under wheels. Inserts and fastens drill steel in chuck. Adjusts angle of drill tower and bolts into position. Controls drilling and speed of drill by moving levers. May make other adjustments to equipment as needed. May perform other related semi-skilled duties.

Tenders outside – Sets up and operates drilling mechanism that drills holes into concrete or rock. Levels machine by placing timbers under wheels. Inserts and fastens drill steel in chuck. Adjusts angle of drill tower and bolts into position. Controls drilling and speed of drill by moving levers. May make other adjustments to equipment as needed. May perform other related semi-skilled duties.

Water Pump Tender under 6" – fuels and tends to all water pumps under 6" for the purpose of moving water on the job site.

Concrete Burners – Operates a device used to burn holes, etc., through concrete. This device consists of a consumable aluminum-magnesium rode inside a small iron pipe. Oxygen is forced through the pipe under pressure, and the end of the assembly is lighted. The concrete is melted by the intense heat of the device.

Cement Mason Tenders – Plasterers Hodcarriers – Assists in the pouring of concrete by spreading concrete, cleaning and caring of cement mason's tools, mixes mortar used in the patching of concrete, and performs other tasks as may be directed by cement masons or plasterer. Mixes mortar for plasterers and delivers same to location where plasterers are working. Sets up scaffolding as directed by foreman where necessary, and cleans and cares for tools and equipment used in the preparation and application of plaster.

Mortar Mixer – Mechanically mixes mortar ingredients to proper consistency and delivers to mason on scaffold or at site of work. Keeps materials supplied to mason and assists according to directions of mason.

Plaster Spreader Operators – Mixes plaster to be used in a machine, which is designed to apply plaster to surfaces by means of a hose. Handles and maintains hose, places and moves machine, and services and maintains machine. May perform other related duties.

Gunite Nozzlemen – Assists operator and handles the equipment and directs the placing of concrete or mortar that is moved by pressures or pneumatic equipment, such as gunite. May fine-grade and place wire mesh at times. May perform other related semi-skilled duties.

Pipelayer (includes but not limited it to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe) – Cast Iron Concrete pipe, unloading, handling, distribution, and installation on utility projects lays tile, concrete, corrugated metal pipe. Receives pipe lowered from top of trench; inserts spigot end of pipe into bell end of last laid pipe; adjusts pipe to line and grade; seals joints with cement or other sealing compound. May perform other related semi-skilled duties.

Pumpcrete Nozzlemen – Handles the hose or nozzle equipment and directs the placing of concrete or mortar that is moved by pneumatic equipment such as gunite. May fine-grade and place wire mesh at times. May perform other related semi-skilled duties.

Powdermen Tender – Carries powder or other explosive to blaster or powderman and assists by placing prepared explosive in hole, connecting lead wire to blasting machine, and performing other duties as directed. May perform other related semi-skilled duties as directed by powderman or blaster.

Demolition – The process of wrecking or dismantlement of existing buildings or structures.

Grade Checker – Keeps stakes and stringline set in place out in front of trenching machine so that machine will cut ditch in correct location. Sets stakes so that pipelayers can fine-grade ditch and measure from the batter board down to correct depth of ditch. May perform other related semi-skilled duties.

Vibrator Operator – Lowers hose-like flexible shaft of vibrator into newly poured concrete. Starts power unit and holds shaft, allowing hammerhead on shaft to vibrate, this compacting the concrete. Air, electric, or gasoline operated vibrators are used. May perform other related semi-skilled duties.

Concrete Saw Operators – Operates a power-driven, hand-guided, water-cooled saw or diamond driller which is used to cut through slabs of concrete, except as otherwise provided elsewhere.

Jack Hammer and Chipping Hammer Operator – The operating of jackhammer, tamper, chipping hammer, whether powered by air or electric or any other means.

Scaffold worker – Erects and dismantles all types of scaffolding for job site

Certified Scissor Lift Operator and Man Lift Operator – One who completes competent person training in the operation of scissor lifts and man lifts.

GROUP IV CONSTRUCTION SPECIALIST:

This category includes but is not limited to the following specialty categories of Construction Specialists: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers, Lead Base Paint Removal Laborers, Certified Fork Lift Operator, C.D.L. Driver, Laborer/Concrete Specialist, Trencher Operator, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powder man and Blaster, Laborers-AGC Certified Rigger and Signal Man – Laborers-AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder - Radiation Worker II.

	<u>06/01/07</u>	<u>06/01/08</u>	<u>06/01/09</u>
Group IV	\$ 18.03	\$ 18.76	\$ 19.29

Asbestos Abatement Laborers – One who has the proper certifications for removal of asbestos materials.

Toxic and Hazardous Waste Removal Laborers – One who has the proper certifications for removal of toxic and hazardous materials.

Lead Base Paint Removal Laborers – One who has the proper certification for the removal of lead base paints.

Certified Fork Lift Operator – One who has completed proper training in the operation of a fork lift for loading and unloading and moving materials on a job site.

C.D.L. Driver – One who has completed state certification for the operation of commercial vehicles in excess of 10,000 pounds gross vehicle weight.

Laborer/Concrete Specialist – Performs all aspects of concrete placement and finishing.

Trencher Operator – One who operates a trencher for the purpose of laying pipe.

Pest Technician (Licensed by the Bureau of Rodent Management) – Certified technician for the removal and handling of rodents and pests.

State Licensed Powder man and Blaster – Prepares blasting material, inserts this material into predrilled holes. Performs electrical wiring necessary for detonation, and assures that all charges have detonated before other workmen resume work in the shaft.

Laborers-AGC Certified Rigger and Signal Man – One who rigs materials and signals operator for movement of materials.

Laborers-AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder – Erects scaffolding.

Radiation Worker II – One who has completed proper training for work in areas containing radiation.

JOURNEYMAN SKILLS AND IMPROVEMENT

Established wage increases for Journeyman, will be granted when the individual successfully completes a 10-hour OSHA, a 3-hour Haz-Com (with the understanding the Laborers will maintain the annual refresher) and 8 hours of Journeyman Skill Improvement classes as established under the current training program. If an individual successfully completes a single established class of twenty-four (24) hours or more in the first year of this contract said individual will be eligible for pay increases. If an employee fails to comply with the required training the Employer may choose to hold wage increase for no more than one year. New employees who are not members of the union will receive the 10 hour OSHA and 3-hour Haz-Com between the fourth and fifth week of employment and 8 hours of Journeyman Skill Improvement classes within the first year of employment to be eligible for the increase. **The training director will notify the contractor of laborers who have successfully completed the classes.**

It is also understood that employment may be limited for laborers on jobs of owners that require 10hr OSHA and 3 hour Haz-Com as a condition of employment on their sites.

FOREMEN: \$1.00 above highest classification supervised.

GENERAL FOREMAN: \$1.50 above highest classification supervised.

Fringe Benefit Contributions:

	06/01/07	06/01/08	06/01/09
Health and Welfare**	\$ 3.00	\$ 3.00	\$ 3.00
Pension	\$ 1.25	\$ 1.40	\$ 1.55
Training	\$.27	\$.29	\$.31
Build New Mexico	\$.03	\$.03	\$.03
<u>LECET</u>	<u>\$.05</u>	<u>\$.05</u>	<u>\$.05</u>
Total	\$ 4.60	\$ 4.77	\$ 4.94

SAFETY INCENTIVE – The parties agree that they will participate in the Southwest Multi-Craft Health and Welfare Trust Fund's safety Incentive program.

BUILD NEW MEXICO A deduction per hour from wages in all categories is applied to "Build New Mexico," the agreement and declaration of trust for which are hereby incorporated in this Agreement. The employer shall also match the employees' contribution.

DRUG TESTING. The Union recognizes the right of the employer to establish a drug testing policy for employees. Employees can be discharged for refusing to submit to drug screening, drinking on the job, drunkenness, dishonesty, or for any unlawful activity that affects the employee's performance on the job.

When the Union refers an employee to an employer that has a drug-screening program in effect, the Union will notify the employee that he will be subjected to a drug test before starting to work.

The Employer must submit the Drug and Alcohol Policy to the Southwest Multi-Craft Health & Welfare Fund to be eligible to receive a reimbursement up to \$28.00 from the fund for substance abuse testing/screening of employees covered under this agreement for all new hires.

LABORERS' TOOLS. Laborers' will be required to carry the following tools on the job: hammer, tape measurer, hardhat that meets OSHA requirements, pliers, work shoes (safety-toe). Carpenter tenders will Carry a single tool pouch all other laborers will Carry a single tool pouch or a tool belt.

High Pay. Workmen on work forty (40) feet or more above a stable work platform, will receive premium pay of \$.50 per hour.

No worker shall be entitled to high pay provided that State and Federal Safety Regulations pertaining to scaffolding guardrails and safety belts are complied with. In the event that Safety Regulations are not, or cannot be complied with, and a variance is obtained from state or federal safety requirements, all workers employed on work forty (40) feet or more above the ground shall receive premium pay as set forth above.

ARTICLE XVI – SPECIAL WORKING RULES

Special Working Rules:

a. Higher Classifications.

- (1) When a Laborer is assigned to work for more than thirty (30) minutes at a different classification calling for a higher rate of pay, he shall be paid the higher rate for actual time worked up to a maximum of a half shift. If the work assignment does not exceed a period of thirty- (30) minutes, the lower rate of pay of his regularly assigned classification shall prevail up to and including a thirty-minute assignment. In no event, is an employer to rotate employees who are competent to perform the higher classified work to circumvent paying the higher wage.

- (2) When a work assignment that carries a higher rate of pay exceeds half a shift the Laborer shall receive the higher rate of pay for the shift worked.

b. **Foremen:**

- (1) Laborers working with a crew of other craftsmen, such as Carpenters, Cement Masons, Bricklayers, Plasterers, etc., may be supervised by the craft foremen of the crew with whom the laborers are tending, serving or assisting.
- (2) When Laborers are employed in a crew not part of a craft operation, there shall be a Laborer Foreman employed to direct and supervise their work. The Laborer Foreman employed in this manner may, at the discretion of the Contractor, be a working foreman and required to perform the same type of work as the Laborers of the crew over whom he has supervision. The maximum number of Laborers in one crew to be supervised by one Foreman in this manner shall be determined by the Contractor. A Laborer Foreman shall be selected by the Contractor. A foreman shall be considered one who keeps time and exercises general supervision over a group of Laborers.

- c. **General Laborer Foreman.** When three foremen have been hired in any one project, one shall be recognized as a General Foreman with authority over the other two or more foremen.
- d. **Fringe Benefit Contribution for Supervisors.** Where any employee from the bargaining unit is hired as superintendent, assistant superintendent or general foreman, or in any other capacity as a supervisor as defined in the National Labor Relations Act, the Contractor shall pay fringe benefits as provided for herein, when authorized in writing by the employee for the term of his employment,
- e. **Caisson Work:** When Laborers are required to perform work directly or indirectly in connection with drilling of caissons on a building construction job site, the area rate established will be paid. When other work, such as bellers or jack-hammers work, is to be performed six (6) feet or lower they shall receive thirty cents (\$.30) per hour over their normal rate of pay, including semi-skilled workers.

ARTICLE XVII – TENDERS DEFINED – MIXING, HANDLING, CONVEYING MATERIALS

- (1) **The following applies to commercial construction:** Carpenter Tenders (Laborers) may perform the following specific tasks: All workers conveying materials from last storage place on the job to the scaffold or place where mechanics are to use same are to be known (as the case may be) as: Carpenters Tenders, Cement Masons Tenders, Masons Tenders, Plasterer Tenders, or Tenders to any respective skilled craft they are tending, and such Tenders shall receive Tenders' rate of pay. Also, the term, "Tender" shall cover the mixing, handling and conveying of all materials used by Masons, Plasterers, Carpenters, Plumbers, and other building and construction crafts. Mortar Mixers shall clean their machine(s) at the end of their shift.
- (2) All Laborers helping Cement Masons mix and apply finish to concrete slabs shall be classified as Cement Mason Tenders.
- (3) Laborers tending to Carpenters or carrying or furnishing any type of materials to Carpenters shall be known as Carpenters' Tenders.

- (4) The following provisions apply to carpenter tenders working **within all construction sites** on Industrial Power Plants, Copper Smelters, Gas Refineries, DOE Nuclear Power Plants, and Coal Mine Sites:

Carpenter tenders strip all forms from concrete surface panels, flat arches, and other forms that will be reused. Such work can be done with a composite crew of carpenters and laborers;

Carpenter tenders perform cleaning and oiling of said forms;

Carpenter tenders carry and handle all materials by hand to a point adjacent to the place of erection and assist in the placement of materials;

Carpenter tenders perform erection and dismantling of Saffeway or metal patent scaffolds;

Carpenter tenders unload, handle, distribute sheet rock and metal studs from trailer trucks to stockpiles at the appropriate point of installation by the responsible contractor.

ARTICLE XVIII – PUBLIC WORKS

Public Works Predetermination Provisions. In the event an individual employer bids a public job or project being awarded by a federal, state, county, city or other public entity and this job is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to the Public Law 74403 as amended by Public Law 88 349 whose regulations are contained in 29 CFR Parts 1, 2, 3, 5, and 7) or by the Commissioner of the New Mexico Labor and Industrial Commission or by a County, City or other public entity and the predetermined hourly rate is lower than the negotiated rate established in the Agreement, the predetermined hourly wage rate which exists at the time of the bid may be applied to the project for the duration of the project. However, if the predetermined wage rate is lower than the negotiated rate in this contract by more than five (5) percent, the negotiated rate less five (5) percent may be applied to the project by the contractor. If there is an increase in the predetermined rate for a particular job during the course of that job, the contractor shall pay that increase as of the effective date of such increase. The negotiated fringe package shall apply in all cases.

- a. If a contractor intends to utilize this provision on any particular project or job, he must notify the Union in writing by FAX or letter at least 48 hours prior to the start of this work. Absent of such notification, the negotiated wage rates in this contract shall apply for the entirety of such project or job, including but not limited to, any change orders.
- b. The employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct rates when responding to requests for prevailing wage data.

ARTICLE XIX – SUBSISTENCE

Subsistence: The following subsistence allowance shall apply.

0 – 50 miles and over \$ 5.00 per hour not to exceed 10 hours per day.

The Parties agree to encourage the establishment of a pool of well-qualified laborers in all areas sufficient to man the normal anticipated workload for such areas. The parties stipulate that the payment of subsistence should be discouraged except when a project is remote or when laborers in excess of the resident pool are required to man a project. Under such circumstances, the following criteria shall apply:

- a. For the purpose of applying subsistence, the union hall of Albuquerque, Española, Farmington, and Las Cruces shall be used as basing points in computing these items.
- b. Employees shipped to work on projects more than fifty (50) miles beyond the union hall they are referred out of, shall be paid subsistence allowance. The current State of New Mexico Official Highway Map shall be the reference for routes and distances.
- c. Private Works Addendum A Subsistence for Santa Fe only: Subsistence rates do not apply for workers traveling from Albuquerque to Santa Fe for private works construction, as long as the employer pays the wage rates reflected in the main agreement, not the wage rates reflected in Private Works – Addendum A.
- d. Whenever the Employer provides transportation in a company vehicle anywhere in the state and when he provides mutually agreeable suitable lodging in areas where overnight stays are necessary, these subsistence rates do not apply. When Employer is providing transportation for employees, employer must be ready to leave within 15 minutes after quitting time or refer to Article XIII.

ARTICLE XX – GENERAL

1. **Entire Agreement.** This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by or liable for, any statement, representation, promise, inducement, or agreement not set forth herein. This Agreement may not be changed, amended or modified except by writing, signed by the Council and AGC.

Further, if any provision of this Agreement imposes conflicting obligations on one or both of the parties with regard to any federal, state, or local law, the application of such provision or term shall be suspended, and the parties shall meet to negotiate a replacement provision or term. Article X shall remain in full force and effect, and this Article shall not be the subject of arbitration.

2. **Headings.** Headings have been inserted for convenience only, and shall not be considered in the interpretation of any provision hereof.
3. **Notices.** All notices given or required to be given hereunder shall be in writing and delivered personally, mailed certified, return receipt requested, or by telegram, and shall be deemed to have been given on the date of delivery, mailing or wiring, as the case may be.

ARTICLE XXI – SIGNATORIES

1. **Contractors.** This Agreement has been negotiated by the Association for and on behalf of those Contractors, members, and non-members, who have authorized the Association in writing to represent them in collective bargaining and shall be binding on each such Contractor only with respect to the Unions or crafts specified in its authorization. Upon the execution hereof, the Association will deliver to the Council a list showing each Contractor who has so authorized it. General Contractors who are not so represented by the Association on the date of execution hereof may become signatories to this Agreement and thereupon shall be bound by it, with respect only to the Unions or crafts designated by them in writing.
2. **Unions.** This Agreement has been negotiated by the Council for and on behalf of the Union that has authorized the Council to represent it in collective bargaining and shall be binding on the Union.

ARTICLE XXII – TERMINATION, RENEWAL AND REOPENING

1. Term.

- a. This Agreement shall commence as of June 1, 2007, and shall remain in effect through midnight May 31, 2010. It shall remain in effect from year to year thereafter unless either party terminates this agreement. The parties to this Agreement shall notify in writing upon the other hereto of intent to terminate the agreement. The written notification shall be given not less than ninety (90) days prior to midnight May 31, 2010. The parties to this Agreement shall notify in writing upon the other hereto of the intent to begin negotiations. Negotiations shall commence within fifteen (15) days from the date of receipt of such notice. If the parties have come to an impasse, the parties will ask the Federal Mediation Conciliation Service to help resolve the issues of the negotiations. Both parties will agree to a 30 day extension in writing to resolve negotiations. If at that time both parties come to an impasse on the agreement, the steps of the grievance procedures will be followed. There shall be no strikes, no lockouts during the re-opener of this agreement during the negotiations.

This Agreement is entered into in good faith by the parties hereto, and it is their intent that this Agreement shall comply fully with all State and Federal laws as applicable.

- b. If during the term or any subsequent term of this Agreement, legislation is enacted which alters the present NLRB case law governing so-called "double-breasted" operations or alters the NLRB case law regarding so-called "common-situs picketing", and such case law creates, in the employer's opinion, a specific problem on the employer's project or with its double-breasted operations, then upon written notice identifying the problem, any party to this Agreement may declare this Agreement open for negotiations to discuss all terms and conditions contained herein.
2. **Davis-Bacon Re-Opener:** In the event that the provisions of the Federal Davis-Bacon Act, 40 USC 276 (a) and/or the provisions of the State of New Mexico prevailing wage act are repealed or substantially modified in a manner which adversely affects the ability of signatory employers to compete for state or federal work, either party may reopen this agreement to negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. Such as:
 - a. If, within the jurisdiction of this Agreement, the Union enters into any agreement with any employer that provides, contains or otherwise permits more favorable terms or conditions of employment to such employer or association than are provided for in this Agreement, then the Union should notify the Employer of such other Agreement containing more favorable terms or conditions and each Employer shall have the option to assume such other agreement. This Section does not apply to any site specific changes to terms and conditions that are granted under the Work Preservation provision in this Agreement or to any other collective bargaining agreement entered into by the Union which does not apply to on site construction work.
 - b. The Contractor and the Union have the authority to target union projects for the purpose of preserving work for the members of the local union under this. These special conditions shall be established on an as needed basis.
 - c. The Union/Contractor shall meet for the purpose of securing competitive bids for the signatory contractor when bidding against non-signatory contractors, or bidding in a market not normally covered under this Agreement.
 3. The Union hereby agrees that, during the course of the ninety (90) days that follow the date of intent to open this Agreement for negotiations, there will be no picketing of secondary gates conducted or

condoned by the Union. Further, the Union disavows any claim of coverage of this Agreement to business entities other than those which are actually signatory hereto, or to any other employees who are not part of the bargaining unit which the Union represents as of the effective date of this Agreement, unless those employees authorize the Union to represent them in writing.

4. **Arbitration.** Article X, Section 3 (Arbitration) shall not apply to any such re-opening or to any impasse in negotiations as a result thereof.
5. **National Health Program.** In the event that a National Health Insurance program is enacted, the Employer contribution to the current Health and Welfare program as described in Article XI paragraph 5, shall be applied to any cost incurred by the Employer in connection with a National Health Plan. If the current contribution either exceeds or does not cover the cost of this program this Agreement may be reopened unilaterally to renegotiate Article XI, Paragraph 5.

Notwithstanding any re-opener of this Agreement, Articles XXII shall remain in effect and may not be re-opened until June 1, 2010, unless the parties agree in writing signed by the parties to re-open them. There shall be no strikes or lock-outs within 90 days of any re-opening of this agreement.

ARTICLE XXIII – GENERAL SAVINGS CLAUSE

It is not the intent of any party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement; and if any provision of this Agreement is held to be void as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining parts of the Agreement.

Further, if any provision of this Agreement imposes conflicting obligations on one or both of the parties with regard to any federal, state, or local law, the application of such provision or term shall be suspended, and the parties shall meet to negotiate a replacement provision or term. Article XII shall remain in full force and effect, and this Article shall not be the subject of arbitration.

This Agreement is approved and entered into this _____ day of _____, 20____

By:

THE NEW MEXICO BUILDING BRANCH, AGC,
For and on behalf of the Contractors
whom it represents as set forth in article XV Section 1,

for AGC:

Tony M. Thomas Date: 5-25-07

Vicki M. Mc

Date: 5-25-07

and

THE SOUTHWEST LABORERS' DISTRICT COUNCIL
for and on behalf of Local Union #16
which it represents as set forth in Article XV Section 2.

Carlos Sanchez

Date: June 1, 2007

Additional Signatories:

For the Contractor:

Date: _____

For the Union:

Fidel Arriaga

Date: June 1/2007

ADDENDUM A – PRIVATE WORKS

THIS ADDENDUM HEREBY INCORPORATES BY REFERENCING THE TERMS AND
CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
SOUTHWEST LABORERS' DISTRICT COUNCIL

AND

NEW MEXICO BUILDING BRANCH
ASSOCIATED GENERAL CONTRACTORS

EFFECTIVE June 1, 2007,

EXCEPT FOR THE TERMS AND CONDITIONS LISTED BELOW
WHICH TAKE PRECEDENCE:

Coverage: All terms and conditions of the this Agreement will apply to this addendum. This addendum applies to Private Works building construction within the jurisdiction of the Southwest Laborers' District Council.

- a. The provisions of Addendum A shall apply to the construction, erection, alteration, repair, Modification, addition to or improvement in whole or in part of structures for which the major support system is wood/metal frame construction, and will also include all convenience stores, fast food restaurants, automobile service stations, motels up to two stories high, regardless of type of construction, office buildings up to 60,000 square feet, discount stores, warehouses and churches.
- b. This provision can be utilized by the contractor by sending, via certified mail, a list of the projects on which he wishes to utilize Private Works, to the union within thirty (30) days prior to starting the projects. The negotiated fringe package shall apply in all cases.
- c. **These are the areas where Private Works does not apply:** Construction or additions to any project for which the main purpose is (a) the production of basic metals alloys, or fossil fuels; (b) refining; (c) mining and smelting; (d) pelletizing; (e) ore or coal handling; (f) power generation plants; (g) cement plants; (h) dams and locks; (i) railroads; (j) breweries; (k) tire manufacturing and rubber production plants; (l) paper mills.
- d. Private Works does not apply to any prevailing wage or Davis Bacon Act or its equivalent.
- e. Subsistence as per Article XIX to refer back to the agreement under this Article.
- f. Private Works does not apply to the grandfather clause in the Agreement under Article XIV.
- g. The apprenticeship shall apply to Private Works, refer back to Article XIII in the Agreement.
- h. All fringe benefit contributions are defined in Article XV in the agreement and shall apply to all Private Works.
- i. **Resolution of Disputes:** In the event a dispute arises over the application of this Addendum, it shall be settled in accordance with the grievance procedure of this agreement (Article X).

Wage Rates:

	06/01/07	06/01/08	06/01/09
Group I	13.00	13.45	13.90
Group II	13.90	14.35	14.80
Group III	14.80	15.25	15.70
Group IV	15.70	16.15	16.60

**THE NEW MEXICO BUILDING BRANCH, AGC,
For and on behalf of the Contractors
whom it represents as set forth in article XV Section 1,**

for AGC:

Tony M. Thomas Date: 5-25-07
Vicki Mora

Date: 5-25-07

and

**THE SOUTHWEST LABORERS' DISTRICT COUNCIL
for and on behalf of Local Union #16
which it represents as set forth in Article XV Section 2.**

Colonel Sanborn

Date: JUNE 1, 2007

Additional Signatories:

For the Contractor:

Date: _____

For the Union:

Fidel Anunzio

Date: June 1/07

ADDENDUM B - RESIDENTIAL

THIS ADDENDUM HEREBY INCORPORATES BY REFERENCING THE TERMS AND
CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
SOUTHWEST LABORERS' DISTRICT COUNCIL

AND

NEW MEXICO BUILDING BRANCH
ASSOCIATED GENERAL CONTRACTORS

EFFECTIVE June 1, 2007,

EXCEPT FOR THE TERMS AND CONDITIONS LISTED BELOW
WHICH TAKE PRECEDENCE:

Coverage: All terms and conditions of this Agreement will apply to this addendum. This addendum applies to Private Works building construction within the jurisdiction of the Southwest Laborers' District Council.

- a. The provisions of Addendum B shall apply to the construction, erection, alteration, repair, Modification, addition to or improvement in whole or in part of structures for which the major support system is wood/metal frame construction, and will also include all residential housing and apartments.
- b. This provision can be utilized by the contractor by sending, via certified mail, a list of the projects on which he wishes to utilize Private Works, to the union within thirty (30) days prior to starting the projects. The negotiated fringe package shall apply in all cases.
- c. **These are the areas where Private Works does not apply:** Construction or additions to any project for which the main purpose is (a) the production of basic metals alloys, or fossil fuels; (b) refining; (c) mining and smelting; (d) pelletizing; (e) ore or coal handling; (f) power generation plants; (g) cement plants; (h) dams and locks; (i) railroads; (j) breweries; (k) tire manufacturing and rubber production plants; (l) paper mills.
- d. Private Works does not apply to any prevailing wage or Davis Bacon Act or its equivalent.
- e. Subsistence as per Article XIX to refer back to the agreement under this Article.
- f. Private Works does not apply to the grandfather clause in the Agreement under Article XIV.
- g. The apprenticeship shall apply to Private Works, refer back to Article XII in the Agreement.
- h. All fringe benefit contributions are defined in Article XV in the agreement and shall apply to all Private Works.
- i. **Resolution of Disputes:** In the event a dispute arises over the application of this Addendum, it shall be settled in accordance with the grievance procedure of this agreement (Article X).

Wage Rates:

	06/01/07	06/01/08	06/01/09
Group I	13.00	13.45	13.90
Group II	13.90	14.35	14.80

Group III	14.80	15.25	15.70
Group IV	15.70	16.15	16.60

THE NEW MEXICO BUILDING BRANCH, AGC,
For and on behalf of the Contractors
whom it represents as set forth in article XV Section 1,

for AGC:

Tony M. Thomas Date: 5-25-07

John Mor...

Date: 5-25-07

and

THE SOUTHWEST LABORERS' DISTRICT COUNCIL
for and on behalf of Local Union #16
which it represents as set forth in Article XV Section 2.

Colonel Sanchez

Date: JUNE 1, 2007

Additional Signatories:

For the Contractor:

Date: _____

For the Union:

Fidel Amunoz

Date: June 1/2007